

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
<b>CONVEYING PARTY DATA</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Formerly</th> <th style="width: 17%;">Execution Date</th> <th style="width: 17%;">Entity Type</th> </tr> <tr> <td>Thibiant International, Inc.</td> <td></td> <td>11/09/2007</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Thibiant International, Inc.		11/09/2007	CORPORATION: CALIFORNIA																																						
Name	Formerly	Execution Date	Entity Type																																											
Thibiant International, Inc.		11/09/2007	CORPORATION: CALIFORNIA																																											
<b>RECEIVING PARTY DATA</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Wells Fargo Bank, National Association</td> </tr> <tr> <td>Street Address:</td> <td>245 S. Los Robles Ave., Suite 700</td> </tr> <tr> <td>City:</td> <td>Pasadena</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>91101</td> </tr> <tr> <td>Entity Type:</td> <td>INC. ASSOCIATION: CALIFORNIA</td> </tr> </table>	Name:	Wells Fargo Bank, National Association	Street Address:	245 S. Los Robles Ave., Suite 700	City:	Pasadena	State/Country:	CALIFORNIA	Postal Code:	91101	Entity Type:	INC. ASSOCIATION: CALIFORNIA																																		
Name:	Wells Fargo Bank, National Association																																													
Street Address:	245 S. Los Robles Ave., Suite 700																																													
City:	Pasadena																																													
State/Country:	CALIFORNIA																																													
Postal Code:	91101																																													
Entity Type:	INC. ASSOCIATION: CALIFORNIA																																													
<b>PROPERTY NUMBERS Total: 43</b>																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>2756241</td><td></td></tr> <tr><td>Registration Number:</td><td>2666575</td><td>REAFFIRM</td></tr> <tr><td>Registration Number:</td><td>2804680</td><td>MOISTURE PERFECT</td></tr> <tr><td>Registration Number:</td><td>2593050</td><td>HYDRATINT</td></tr> <tr><td>Registration Number:</td><td>2480973</td><td>PLUMPTUOUS</td></tr> <tr><td>Registration Number:</td><td>2728335</td><td></td></tr> <tr><td>Registration Number:</td><td>2728312</td><td></td></tr> <tr><td>Registration Number:</td><td>2643654</td><td></td></tr> <tr><td>Registration Number:</td><td>2553763</td><td>THIBIANT BEVERLY HILLS</td></tr> <tr><td>Registration Number:</td><td>2483789</td><td>THIBIANT</td></tr> <tr><td>Registration Number:</td><td>2637563</td><td></td></tr> <tr><td>Registration Number:</td><td>2637562</td><td></td></tr> <tr><td>Registration Number:</td><td>2712420</td><td></td></tr> <tr><td>Registration Number:</td><td>2393623</td><td></td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2756241		Registration Number:	2666575	REAFFIRM	Registration Number:	2804680	MOISTURE PERFECT	Registration Number:	2593050	HYDRATINT	Registration Number:	2480973	PLUMPTUOUS	Registration Number:	2728335		Registration Number:	2728312		Registration Number:	2643654		Registration Number:	2553763	THIBIANT BEVERLY HILLS	Registration Number:	2483789	THIBIANT	Registration Number:	2637563		Registration Number:	2637562		Registration Number:	2712420		Registration Number:	2393623		
Property Type	Number	Word Mark																																												
Registration Number:	2756241																																													
Registration Number:	2666575	REAFFIRM																																												
Registration Number:	2804680	MOISTURE PERFECT																																												
Registration Number:	2593050	HYDRATINT																																												
Registration Number:	2480973	PLUMPTUOUS																																												
Registration Number:	2728335																																													
Registration Number:	2728312																																													
Registration Number:	2643654																																													
Registration Number:	2553763	THIBIANT BEVERLY HILLS																																												
Registration Number:	2483789	THIBIANT																																												
Registration Number:	2637563																																													
Registration Number:	2637562																																													
Registration Number:	2712420																																													
Registration Number:	2393623																																													

CH \$1090.00 2756241

900093926

**TRADEMARK**  
**REEL: 003676 FRAME: 0248**

Registration Number:	2447097	OPTI MOISTURE
Registration Number:	2439542	MATTE SENSE
Registration Number:	2420147	SKINZYME
Registration Number:	2439541	CLEAR ACTIVE
Registration Number:	2445244	HERBALANCE
Registration Number:	2436026	CALMING TONIQUE
Registration Number:	2439540	SILK SENSE
Registration Number:	2420298	CALMING FACE WASH
Registration Number:	2483961	NUTRITION
Registration Number:	2439539	NIGHT SENSE
Registration Number:	2439538	NIGHT COMFORT
Registration Number:	2443486	VITAL MOISTURE
Registration Number:	2439537	MATTE BALANCE
Registration Number:	2420146	SMART DEFENSE
Registration Number:	2542153	THIBIANT BEVERLY HILLS DAY SPA
Registration Number:	2681542	THIBIANT BEVERLY HILLS
Registration Number:	2711642	
Registration Number:	2329100	
Registration Number:	2605112	REVITAL EYES
Registration Number:	2547489	NEW RADIANCE
Registration Number:	2132032	AIDA THIBIANT
Registration Number:	2105966	SUN FREE OPTIMUM TANNING
Registration Number:	2102198	U.V. SUNSITIVE
Registration Number:	2002815	AIDA THIBIANT
Registration Number:	2032796	AIDA THIBIANT PHYTOTHERAPY
Registration Number:	2001926	AIDA THIBIANT PROFESSIONAL
Registration Number:	1704064	AIDA THIBIANT COMPLEX ANTI-AGE
Registration Number:	1574231	BEAUTY LIFT
Registration Number:	1341903	AIDA THIBIANT

#### CORRESPONDENCE DATA

Fax Number: (949)720-0182

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 949-224-6282

Email: trademark@buchalter.com

Correspondent Name: Sandra P. Thompson

Address Line 1: 18400 Von Karman Ave., Suite 800  
Address Line 4: Irvine, CALIFORNIA 92612-0514

ATTORNEY DOCKET NUMBER: W3323-0051

NAME OF SUBMITTER: Sandra P. Thompson

Signature: /Sandra P. Thompson/

Date: 12/11/2007

**Total Attachments: 17**

source=ThibiantTMKAssignment#page1.tif  
source=ThibiantTMKAssignment#page2.tif  
source=ThibiantTMKAssignment#page3.tif  
source=ThibiantTMKAssignment#page4.tif  
source=ThibiantTMKAssignment#page5.tif  
source=ThibiantTMKAssignment#page6.tif  
source=ThibiantTMKAssignment#page7.tif  
source=ThibiantTMKAssignment#page8.tif  
source=ThibiantTMKAssignment#page9.tif  
source=ThibiantTMKAssignment#page10.tif  
source=ThibiantTMKAssignment#page11.tif  
source=ThibiantTMKAssignment#page12.tif  
source=ThibiantTMKAssignment#page13.tif  
source=ThibiantTMKAssignment#page14.tif  
source=ThibiantTMKAssignment#page15.tif  
source=ThibiantTMKAssignment#page16.tif  
source=ThibiantTMKAssignment#page17.tif

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Thibiant International, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: California  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) US

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 9, 2007

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association

Internal

Address: \_\_\_\_\_

Street Address: 245 S. Los Robles Ave., Suite 700

City: Pasadena

State: CA

Country: USA Zip: 91101

- ☒ Association Citizenship USA  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sandra Thompson

Internal Address: \_\_\_\_\_

Street Address: Buchalter Nemer, A Professional Corp.  
18400 Von Karman Ave., Suite 800

City: Irvine

State: CA Zip: 92612-0514

Phone Number: 949-224-6282

Fax Number: 949-720-6182

Email Address: trademark@buchalter.com

### 6. Total number of applications and registrations involved:

43

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,720.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 500977

Authorized User Name Buchalter Nemer

### 9. Signature:

Signature

Sandra P. Thompson

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS AND APPLICATIONS

<b>No.</b>	<b>SRC No.</b>	<b>Status/Liens</b>	<b>Owner</b>	<b>Trademark</b>	<b>Reg. No./ Serial No.</b>	<b>Reg. Date/ File Date</b>
1.	3	Registered	Thibiant International, Inc.	Design Only	2,756,241 / 78-161,401	08/26/2003
2.	10	Registered	Thibiant International, Inc.	Reaffirm	2,666,575	12/24/2002
3.	14	Registered	Thibiant International, Inc.	Moisture Perfect	2,804,680	01/13/2004
4.	16	Registered	Thibiant International, Inc.	Hydratint	2,593,050	07/09/2002
5.	17	Registered	Thibiant International, Inc.	Plumptuous	2,480,973	08/21/2001
6.	19	Registered	Thibiant International, Inc.	Design Only	2,728,335 / 76-329,402	06/17/2003
7.	20	Registered	Thibiant International, Inc.	Design Only	2,728,312 / 76-276,322	06/17/2003
8.	22	Registered	Thibiant International, Inc.	Design Only	2,643,654 / 75-982,515	10/29/2002
9.	23	Registered	Thibiant International, Inc.	Thibiant Beverly Hills	2,553,763	03/26/2002
10.	24	Registered	Thibiant International, Inc.	Thibiant	2,483,789	08/28/2001

BN 1481782v1

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
11.	31	Registered	Thibiant International, Inc.	Design Only	2,637,563 / 75-899,574	10/15/2002
12.	32	Registered	Thibiant International, Inc.	Design Only	2,637,562 / 75-899,573	10/15/2002
13.	33	Registered	Thibiant International, Inc.	Design Only	2,712,420 / 75-899,572	05/06/2003
14.	45	Registered	Thibiant International, Inc.	Design Only	2,393,623 / 75-855,236	10/10/2000
15.	48	Registered	Thibiant International, Inc.	Opti Moisture	2,447,097	04/24/2001
16.	49	Registered	Thibiant International, Inc.	Matee Sense	2,439,542	03/27/2001
17.	50	Registered	Thibiant International, Inc.	Skinzyme	2,420,147	01/09/2001
18.	52	Registered	Thibiant International, Inc.	Clear Active	2,439,541	03/27/2001
19.	53	Registered	Thibiant International, Inc.	Herbalance	2,445,244	04/17/2001
20.	54	Registered	Thibiant International, Inc.	Calming Tonique	2,436,026	03/13/2001
21.	55	Registered	Thibiant International, Inc.	Silk Sense	2,439,540	03/27/2001
22.	56	Registered	Thibiant International, Inc.	Calming Face Wash	2,420,298	01/09/2001
23.	57	Registered	Thibiant International, Inc.	Nutrition	2,483,961	08/28/2001
24.	58	Registered	Thibiant International, Inc.	Night Sense	2,439,539	03/27/2001

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
25.	59	Registered	Thibiant International, Inc.	Night Comfort	2,439,538	03/27/2001
26.	60	Registered	Thibiant International, Inc.	Vital Moisture	2,443,486	04/10/2001
27.	61	Registered	Thibiant International, Inc.	Matte Balance	2,439,537	03/27/2001
28.	62	Registered	Thibiant International, Inc.	Smart Defense	2,420,146	01/09/2001
29.	63	Registered	Thibiant International, Inc.	Thibiant Beverly Hills Day Spa	2,542,153	02/26/2002
30.	64	Registered	Thibiant International, Inc.	Thibiant Beverly Hills	2,681,542	01/28/2003
31.	66	Registered	Thibiant International, Inc.	Design Only	2,711,642 / 75-754,238	04/29/2003
32.	68	Registered	Thibiant International, Inc.	Design Only	2,329,100 / 75-653,862	03/14/2000
33.	72	Registered	Thibiant International, Inc.	Revital Eyes	2,605,112	08/06/2002
34.	76	Registered	Thibiant International, Inc.	New Radiance	2,547,489	03/12/2002
35.	77	Registered	Aida Thibiant, Inc.	Aida Thibiant	2,132,032	01/27/1998
36.	79	Registered	Thibiant International, Inc.	Sun Free Optimum Tanning	2,105,966	10/14/1997
37.	84	Renewed	Thibiant International, Inc.	U.V. Sunsitive	2,102,198	09/30/1997
38.	92	Renewed	Thibiant International, Inc.	Aida Thibiant	2,002,815	09/24/1996

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
39.	94	Registered	Aida Thibiant, Inc.	Aida Thibiant Phytotherapy	2,032,796	01/21/1997
40.	98	Renewed	Aida Thibiant, Inc.	Aida Thibiant Professional	2,001,926	09/17/1996
41.	115	Renewed	Aida Thibiant, Inc.	Aida Thibiant Complex Anti-Age	1,704,064	07/28/1992
42.	118	Renewed	Aida Thibiant, Inc.	Beauty Lift	1,574,231	01/02/1990
43.	120	Renewed	Aida Thibiant, Inc.	Aida Thibiant	1,341,903	06/18/1985



## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of November 9, 2007, is made by and between Thibiant International, Inc., a California corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

### Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any

present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter

arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the

exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

*[Signature appears on following page]*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Thibiant International, Inc.

20320 Prairie Street

Chatsworth, California 91311

Telecopier: (818) 734-9216

Attention: Joe Bussing, Vice President and  
Chief Financial Officer

e-mail: joeb@thibiant.com

**THIBIANT INTERNATIONAL, INC.**


By: 

Name: Patrick Thibiant

Its: President and Chief Executive Officer

Wells Fargo Bank, National Association  
acting through Wells Fargo Business Credit  
245 S. Los Robles Ave., Suite 700  
Pasadena, California 91101  
Telecopier: (626) 844-9063  
Attention: Phillip Goessler, Vice President and  
Senior Relationship Manager  
e-mail: phillip.c.goessler@wellsfargo.com

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By:   
Name: Phillip Goessler  
Its: Vice President and Senior Relationship  
Manager

## EXHIBIT A

### UNITED STATES ISSUED PATENTS

No.	SRC No.	Status/Liens	Owner	Patent Description	Reg. No./ Serial No.	Reg. Date/ File Date
	1	Registered	Thibiant International, Inc.	Packaging for skin care products	US D494855	08/24/2004

### UNITED STATES PATENT APPLICATIONS

None reported by Debtor.

### FOREIGN ISSUED PATENTS

None reported by Debtor.

### UNITED STATES PATENT APPLICATIONS

None reported by Debtor.

Exhibit A

BN 1453893v4



**EXHIBIT B****UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS****REGISTRATIONS AND APPLICATIONS**

<b>No.</b>	<b>SRC No.</b>	<b>Status/Liens</b>	<b>Owner</b>	<b>Trademark</b>	<b>Reg. No./ Serial No.</b>	<b>Reg. Date/ File Date</b>
1.	3	Registered	Thibiant International, Inc.	Design Only	2,756,241 / 78-161,401	08/26/2003
2.	10	Registered	Thibiant International, Inc.	Reaffirm	2,666,575	12/24/2002
3.	14	Registered	Thibiant International, Inc.	Moisture Perfect	2,804,680	01/13/2004
4.	16	Registered	Thibiant International, Inc.	Hydratint	2,593,050	07/09/2002
5.	17	Registered	Thibiant International, Inc.	Plumptuous	2,480,973	08/21/2001
6.	19	Registered	Thibiant International, Inc.	Design Only	2,728,335 / 76-329,402	06/17/2003
7.	20	Registered	Thibiant International, Inc.	Design Only	2,728,312 / 76-276,322	06/17/2003
8.	22	Registered	Thibiant International, Inc.	Design Only	2,643,654 / 75-982,515	10/29/2002
9.	23	Registered	Thibiant International, Inc.	Thibiant Beverly Hills	2,553,763	03/26/2002
10.	24	Registered	Thibiant International, Inc.	Thibiant	2,483,789	08/28/2001

Exhibit B

BN 1481782v1

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
11.	31	Registered	Thibiant International, Inc.	Design Only	2,637,563 / 75-899,574	10/15/2002
12.	32	Registered	Thibiant International, Inc.	Design Only	2,637,562 / 75-899,573	10/15/2002
13.	33	Registered	Thibiant International, Inc.	Design Only	2,712,420 / 75-899,572	05/06/2003
14.	45	Registered	Thibiant International, Inc.	Design Only	2,393,623 / 75-855,236	10/10/2000
15.	48	Registered	Thibiant International, Inc.	Opti Moisture	2,447,097	04/24/2001
16.	49	Registered	Thibiant International, Inc.	Matee Sense	2,439,542	03/27/2001
17.	50	Registered	Thibiant International, Inc.	Skinzyme	2,420,147	01/09/2001
18.	52	Registered	Thibiant International, Inc.	Clear Active	2,439,541	03/27/2001
19.	53	Registered	Thibiant International, Inc.	Herbalance	2,445,244	04/17/2001
20.	54	Registered	Thibiant International, Inc.	Calming Tonique	2,436,026	03/13/2001
21.	55	Registered	Thibiant International, Inc.	Silk Sense	2,439,540	03/27/2001
22.	56	Registered	Thibiant International, Inc.	Calming Face Wash	2,420,298	01/09/2001
23.	57	Registered	Thibiant International, Inc.	Nutrition	2,483,961	08/28/2001
24.	58	Registered	Thibiant International, Inc.	Night Sense	2,439,539	03/27/2001

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
25.	59	Registered	Thibiant International, Inc.	Night Comfort	2,439,538	03/27/2001
26.	60	Registered	Thibiant International, Inc.	Vital Moisture	2,443,486	04/10/2001
27.	61	Registered	Thibiant International, Inc.	Matte Balance	2,439,537	03/27/2001
28.	62	Registered	Thibiant International, Inc.	Smart Defense	2,420,146	01/09/2001
29.	63	Registered	Thibiant International, Inc.	Thibiant Beverly Hills Day Spa	2,542,153	02/26/2002
30.	64	Registered	Thibiant International, Inc.	Thibiant Beverly Hills	2,681,542	01/28/2003
31.	66	Registered	Thibiant International, Inc.	Design Only	2,711,642 / 75-754,238	04/29/2003
32.	68	Registered	Thibiant International, Inc.	Design Only	2,329,100 / 75-653,862	03/14/2000
33.	72	Registered	Thibiant International, Inc.	Revital Eyes	2,605,112	08/06/2002
34.	76	Registered	Thibiant International, Inc.	New Radiance	2,547,489	03/12/2002
35.	77	Registered	Aida Thibiant, Inc.	Aida Thibiant	2,132,032	01/27/1998
36.	79	Registered	Thibiant International, Inc.	Sun Free Optimum Tanning	2,105,966	10/14/1997
37.	84	Renewed	Thibiant International, Inc.	U.V. Sunsitive	2,102,198	09/30/1997
38.	92	Renewed	Thibiant International, Inc.	Aida Thibiant	2,002,815	09/24/1996

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
39.	94	Registered	Aida Thibiant, Inc.	Aida Thibiant Phytotherapy	2,032,796	01/21/1997
40.	98	Renewed	Aida Thibiant, Inc.	Aida Thibiant Professional	2,001,926	09/17/1996
41.	115	Renewed	Aida Thibiant, Inc.	Aida Thibiant Complex Anti-Age	1,704,064	07/28/1992
42.	118	Renewed	Aida Thibiant, Inc.	Beauty Lift	1,574,231	01/02/1990
43.	120	Renewed	Aida Thibiant, Inc.	Aida Thibiant	1,341,903	06/18/1985

COLLECTIVE MEMBERSHIP MARKS

None reported by Debtor.

UNREGISTERED MARKS

None reported by Debtor.